

Exhibit 3

## INFOMERCIAL PRODUCTION LETTER OF INTENT

This Letter of Intent will serve to summarize the principal terms of a strategic relationship ("Strategic Partnership") between National Marketing Resources, LLC a Missouri limited liability, with its principal place of business located at 351 W. Washington Street, Kearney, Missouri 64060 ("NMR") and ZACKS Investment Research, Inc. an Illinois corporation, having its principal place of business at 10 S. Riverside Plaza, Suite 1600, Chicago, Illinois 60606 ("ZACKS"), pursuant to which the parties will develop, implement, market and maintain an infomercial campaign ("Infomercial"), tentatively to be marketed as ZACKS Investing. The principal terms of this Strategic Partnership are as follows:

### NMR OBLIGATIONS

1. Production of Infomercial.
  - 1.1 NMR, through its employees, agents and/or independent contractors, all of whom shall be under the control of NMR, shall (i) produce, modify and edit one (1) Infomercial with a mutually agreed upon production date, (ii) provide equipment, studio space, supplies and services supplemental to that are necessary to produce, modify and edit the Infomercial, (iii) provide all necessary creative and production work relating to the overall production management and creative/scripting, directing and post-production (animations, graphics and editing) supervision of the Infomercials, and (iv) provide the on air hosting services for the Infomercial which the Parties will mutually agree upon ("Host").
  - 1.2 NMR will exclusively own all rights in and to the Infomercial and will assume all expenses associated with the production of the Infomercial and will be solely responsible for payment to all vendors hired by it.
  - 1.3 The master copy of the completed, closed captioned and finalized version of the Infomercial ("Final Master") shall be owned exclusively by NMR and NMR shall have exclusive rights over any re-edits of the Infomercial.
  - 1.4 NMR will cause the Infomercial to be of the highest possible quality to be sufficient to produce an infomercial of broadcast quality.
  - 1.5 Database. NMR will establish, manage and co-own with ZACKS a Database of Infomercial Customers. NMR may, in its sole discretion, participate in additional data monetization activities to said database. ZACKS will have creative sign off on all monetization activities. Monetization activities can include, but are not limited to, telesales, email marketing, joint venture launches, etc.

1.6 Expenses.

- (a) Test Phase. NMR will assume [REDACTED] associated with filming, editing, testing, media, call center set up and, production for the test phase of the campaign which shall be performed by approximately [REDACTED] weeks after filming has concluded.
- (b) Post Test Expenses. Upon successful completion of the campaign test phase, where NMR has determined in its sole discretion, that the show and campaign are sufficiently likely to be profitable [REDACTED] NMR, in its sole discretion, will be responsible to fund and manage all aspects of the campaign. The campaign shall be rolled out approximately [REDACTED] weeks after the determination has been made by NMR. Such expenses may include, but shall not be limited to call center expenses, production expenses, printing expenses and any other management expenses that arise for the duration of the campaign.
- (c) Travel. NMR agrees to pay for in advance any and all reasonable travel expenses for the production of the Infomercial, including hotel and airfare of the ZACKS. NMR will schedule flight and hotel accommodations for ZACKS
- (d) Other. NMR reserves the right, in its sole discretion, to reimburse ZACKS for other expenses, provided that ZACKS first obtains written approval from NMR prior to incurring such expense.

- 1.7 Indemnification. NMR agrees to indemnify, defend, and hold ZACKS, its members, officers, directors, employees, agents, successors and assigns, harmless from and against any and all actions, losses, general damages, claims, demands, costs and expenses, including reasonable attorneys fees; fines, court costs, insurance deductibles; and incidental, special, exemplary, liquidated, or consequential damages, arising out of or relating to this Agreement, including, but not limited to (i) the breach by NMR of any representation, covenant, or warranty or obligations herein (ii) claims based on negligence, intentional torts, or any applicable laws or regulations relating to this Agreement and the production of the Infomercial and (iii) the failure of any representation of NMR to be true and correct in any material respect.

2. ZACKS Obligations

- 2.1 Grant of Rights. ZACKS grants NMR the exclusive worldwide right to use the Product in all direct marketing channels existing now or created in the future ("Direct Marketing"). For the purpose of this Agreement the term "Product" shall mean any and all books or materials promoted by the parties in the Infomercial.

This exclusive right will not interfere with or affect any of ZACKS' already existing marketing channels. As a result, ZACKS is free to use the Product to fulfill any prior engagement without any ramifications. Some of the Direct Marketing channels now existing include, but are not limited to internet marketing, print inserts, card decks, radio/television spots and infomercials, direct mail and mail order catalogs.

- 2.2 Talent. If talent is requested by ZACKS, ZACKS will make the Talent available to appear in the Infomercial as well as any current and/or former users of the Product that ZACKS desires to give testimonials in the Infomercial.
  - 2.3 Communication. ZACKS will make every effort to maintain effective lines of communication with NMR including, but not limited to, timely response to email and voice mail. ZACKS will also make Talent available for conference calls with NMR as mutually agreed upon between the Parties.
  - 2.4 Testimonials. ZACKS agrees to make available client testimonials for use in the show. Such testimonials will be accompanied by an affidavit of authenticity and shall conform to all regulations governing the use advertising testimonials.
  - 2.5 Indemnification. ZACKS agrees to indemnify, defend, and hold NMR, its members, officers, directors, employees, agents, successors and assigns, harmless from and against any and all actions, losses, general damages, claims, demands, costs and expenses, including reasonable attorneys fees; fines, court costs, insurance deductibles; and incidental, special, exemplary, liquidated, or consequential damages, arising out of or relating to this Agreement, including, but not limited to (i) the breach by ZACKS of any representation, covenant, or warranty or obligations herein (ii) claims based on negligence, intentional torts, or any applicable laws or regulations relating to this Agreement and the production of the Infomercial and (iii) the failure of any representation of ZACKS to be true and correct in any material respect.
  - 2.6 Book Development. ZACKS is solely responsible for developing, creating, writing, and producing the underlying book promoted in the Infomercial. ZACKS will take sole responsibility for proof reading and legally vetting the content of the book.
3. Miscellaneous
    - 3.1 Infomercial. NMR shall collect the proceeds from Primary Sales of the Product sold through the Infomercial.
    - 3.2 Sales Tracking. Sales shall be tracked by outsourced inbound call centers and then verified by raw numbers processed through NMR's merchant account.
  4. Termination.

- 4.1 Either party may terminate this Letter of Intent by providing ninety (90) days written notice to the other party.
- 4.2 This Letter of Intent will terminate immediately upon entering a formal contract or upon two (2) years from date of signature.
- 4.3 Royalties will continue pursuant to this contract, even after termination, as long as revenue is collected as a direct result of the Infomercial.
5. Royalties
- 5.1 In consideration for the rights to the Licensed Content and services provided by Talent hereunder, NMR shall compensate by the payment of a commission (hereinafter a "Commission" or the "Commissions") to based on the net back end sales ("Net Back End Sales") of the Products, including Continuity Products and Upsells. For the purposes of this Agreement, Net Sales is understood to mean the Gross Revenues minus credits, cancellations/refunds, returns, and chargebacks. "Gross Revenues" shall mean the back end revenues of any kind received by or credited to NMR, NMR, and/or their respective parents, subsidiaries or affiliates thereof due to sales of the Products and Continuity Products, including, without limitation, any upsells thereof (as such term is defined herein). ZACKS is not entitled to a Royalty for Front End Sales.
- 5.1.1 NMR will pay ZACKS the following Royalties:
- 5.1.1.1 Back End Sales: [REDACTED] of the Net Back End Sales.
- 5.1.1.2 Continuity: [REDACTED] of Net Continuity Sales.
- NMR will pay ZACKS Royalties on a monthly basis. NMR will perform a reconciliation of revenues on or by the tenth (10<sup>th</sup>) day following the last business day of each week, and the payment to remitted within five (5) days of the computation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

ZACKS Investment Research, Inc.

By: Keen / [Signature]

Its: VP

Date: 8/1/14

National Marketing Resources, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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